

Order Form Number: Q-04144
Expiration Date: 28 Feb, 2024



Fireblocks, Inc.
441 Ninth Ave, 15 Floor
New York, NY 10001
United States

Prepared For: Nathan [REDACTED]

Prepared By: Brent Bartle
brent@fireblocks.com

BILL TO

Name: [REDACTED]
Address: [REDACTED]
Delaware, [REDACTED]
United States
Bill To Email: [REDACTED]

SHIP TO

Name: [REDACTED]
Address: [REDACTED] Lewes
Delaware, [REDACTED]
United States
Workspace Owner Email: [REDACTED]

Named Account: [REDACTED]
Subscription Start Date: 15 Dec, 2023
Subscription End Date: 14 Dec, 2024
Billing Frequency: Annual
Payment Terms: Net 30

Please ensure accuracy of the Bill to and Ship to information above. The welcome email with service activation information will be sent to the Workspace Owner Email provided above.

ORDER DETAILS

SUBSCRIPTION

Product Name	Product Description	Date	Quantity	Final Price
Treasury & Trading Enterprise	Quarterly Outgoing Transfer Volume: 10,000,000 Online Workspace: 1 Testnet Workspace: 1 Workspace Users: 25	15 Dec, 2023- 14 Dec, 2024	1	[REDACTED]

Total: [REDACTED]

OVERAGES

Start Date	End Date	Product Code	Product Name	Overage Rate	Measurement Frequency
15 Dec, 2023	14 Dec, 2024	VOL	Quarterly Outgoing Transfer Volume	\$0.0015	Quarterly

ORDER TERMS

This Order Form is incorporated into the Fireblock's License Agreement/Master Software as a Service Agreement (the "Agreement") executed between the parties.

The term of subscriptions included in this Order Form shall commence on the later of the Subscription Start Date listed above or the execution date, as determined by the date listed in the Signature section below.

PAYMENT TERMS

Fees associated with this Order Form shall be invoiced upon the Subscription Start Date and are payable in accordance with the Payment Terms stated above unless expressly stated otherwise below. Fees stated in this Order Form are non-cancellable and non-refundable.

OTHER PURCHASE TERMS

At the end of each period determined by the Measurement Frequency stated above during the subscription term set forth in the Order Form, if Client's cumulative consumption exceeds the amounts included in its subscription, such excess shall constitute an Overage. Fireblocks shall invoice for such Overages based on the rates prescribed herein, which will be due in accordance with the Payment Terms stated in this Order Form.

For avoidance of doubt, amounts to be invoiced for the Overage shall be calculated as follows:

$$(\text{Actual Amount} - \text{Subscription Amount}) \times \text{Overage Rate}$$


SPECIAL TERMS

SIGNATURE

By signing below, I affirm that I am authorized to execute this Order Form and agree to the terms set forth herein.

Accepted by:

Signature


Nathan, Dec 14, 2023 (GMT)

Name

Nathan 

Title

CEO

Date

Dec 14, 2023

Master Service Agreement

This Master Service Agreement, including any Order Forms, Schedules and/or Addenda attached hereto (collectively, the “**Agreement**”), is entered into and effective as of the date of the final signature below (“**Effective Date**”), by and among [REDACTED] located at [REDACTED], Lewes, Delaware [REDACTED] United States and its Affiliates (as defined below), (“**Client**”), and **Fireblocks, Inc.** a Delaware corporation, located at 441 Ninth Ave, New York, NY 10001 (“**Fireblocks**”); and (each, a “**Party**” and collectively, the “**Parties**”).

Capitalized terms not defined herein shall have the meaning assigned to them in Schedule A (Definitions).

1. Access and usage rights to Services.

1.1. Service. The Fireblocks Service provides Client to the proprietary SaaS platform developed and owned by Fireblocks (including any supporting services thereto), enabling Client to securely store, manage and administer its holdings of digital assets by using their Private Key Share (each such administrative environment a “**Workspace**”). Fireblocks may at its sole discretion also make additional services and/or software features available to Client from time to time (“**Optional Services**,” and together with the Workspaces, collectively the “**Service(s)**”). Client’s selection of chargeable items offered by Fireblocks as part of the Service shall be set forth in any applicable Order Form(s), which collectively form an integral part of this Agreement.

1.2. Usage rights.

- (a) Subject to Client’s compliance with the terms and conditions of this Agreement (including payment obligations) and any Order Form(s)), Fireblocks hereby grants to Client a subscription to access and use the Service on a non-exclusive, non-sublicensable, non-transferable basis for the Term, and as set out in the applicable Order Form(s).
- (b) Subject to Section 2 below, Client may provide the Services to its End Users through a white-labeled Client application.
- (c) Supported Tokens & Forks. Fireblocks supports only Supported Tokens. Client shall not attempt to receive, request, send, store, or engage in any other type of transaction involving any token other than a Supported Token. Fireblocks will have no responsibility or liability if Client loses, burns, or otherwise cannot access or control any token that Fireblocks does not support. Additionally, Client acknowledges and agrees that (i) Fireblocks is not responsible for and makes no representation or warranty with respect to the operation or failure, functionality, security or availability of the underlying digital asset protocols (including but not limited to delays caused by “hashing” and other blockchain errors); and (ii) if a Fork occurs, Fireblocks will not support the forked protocol unless officially announced by Fireblocks, but will allow Client to transfer the affected digital asset within a commercially reasonable period of time.

2. Usage.

2.1. Usage Restrictions. Client shall not, shall not attempt to, and shall ensure it does not authorize or assist anyone, including any Users and/or End Users, to:

- (a) circumvent, disable or otherwise interfere with security-related features of the Services or features that enforce limitations on use of the Services;
- (b) disassemble, reverse engineer, modify, translate, alter or decompile all or any portion of the Services or otherwise discern the source code of the Services, except and solely to the extent permitted under applicable law;
- (c) use the Services: (i) on a service bureau or time-sharing basis; or (ii) to provide services to any Third Party not in accordance with this Agreement;
- (d) distribute, copy, modify, duplicate, rent, lease, sublicense, assign, transmit, sell or otherwise transfer the Services or any of Client's rights therein;
- (e) violate or abuse password protections governing access and usage of the Services;
- (f) interfere with the integrity or proper working of the Services, including generating unreasonable amounts of API calls which might compromise the security or availability of the Services;
- (g) use the Services in any unlawful manner or otherwise in breach of this Agreement;
- (h) delete, remove, obscure or in any manner alter any Fireblocks' or Third Party copyright, trademark, or other intellectual proprietary rights notices appearing on or in the Services or any component thereof;
- (i) use the Services in order to conduct any comparisons, competitive analysis, penetration testing, vulnerability assessment, aimed identified security vulnerability, or other benchmarking activities, either alone or in connection with any other Services or hardware without the prior written consent of the Fireblocks;
- (j) use the Services other than as permitted herein; and/or,
- (k) use Fireblocks' name and logo without Fireblocks prior written approval.

2.2. Access and Users. Client shall:

- (a) promptly notify Fireblocks of any Security Incident;
- (b) cooperate in good faith with Fireblocks in the investigation of any Security Incident;
- (c) ensure that all Users and End Users comply with the terms and conditions of this Agreement;
- (d) be solely responsible for its internal policies and procedures with respect to delegating use of the Service to Users and End Users, including ensuring that Users and End Users keep any Account login details secure; and,
- (e) be bound by all actions taken on the Fireblocks platform and be liable for any breach of this Agreement, including by its End Users and/or Users.

Without derogating from the above, Fireblocks will not be responsible or liable in any way for any of the following: (a) any instance of unauthorized access or use of the Service by Users or End Users; (b) any loss or damages arising due to Client's or End User's implementation of the Service which does not comply with Fireblocks' instruction or recommendations; and/or (d) any other Third Party using the Account to access to the Service (including in case of theft, embezzlement, or similar cases).

3. **Client Keys and Obligations.**

3.1. Client Keys.

- (a) Fireblocks will enable Client to access and use the Service in accordance with the usage and time limitations set forth in the applicable Order Form, and Client will appoint an Owner for each Workspace within its Account. Upon onboarding, the system will generate a Private Key Share which will be stored on Client's Device. Client may use the Recovery Passphrase to recover a Private Key Share in the event a Client Device containing a Private Key Share is lost, stolen, damaged, or otherwise inaccessible.
- (b) In addition, Fireblocks will provide Client with a Disaster Recovery Kit which contains an encryption code, which will allow Client access to the set of keys required to access the assets in the Client Workspace without any involvement from Fireblocks.
- (c) To the extent Client is offering the Services to End Users in accordance with Section 1.2, Client will cause the End User to generate a Private Key Share through the Client application which enables the End User to independently execute transactions. The Client will enable the Client application to allow the End User to generate its Recovery Passphrase to recover a Private Key Share in the event the End User's Device containing a Private Key Share is lost, stolen, damaged, or otherwise inaccessible.
- (d) Client will advise the End User of the availability of the End User Disaster Recovery Kit, through which Client will be able to provide the End User with the encryption code required to access the assets in the End User's Wallet(s) without any involvement from Fireblocks. The use of the Disaster Recovery Kit is only possible in combination with the End User Private Key Share.
- (e) Collectively, Client's Private Key Share, Recovery Passphrase, and/or the Disaster Recovery Kit and the End User's Private Key Share, End User's Recovery Passphrase, and/or the End User Disaster Recovery Kit shall be referred to as the "**Client Keys**".

3.2. Obligations with respect to Client Keys. Client acknowledges and agrees that:

- (a) only Client's Owners, Users and/or End Users (as applicable) are permitted to use the Client Keys and Client will prevent any unauthorized access to, or use of, the Client Keys;
- (b) it is solely responsible and liable for the establishment of the appropriate technical, organizational and security measures to ensure that Client's Users and, where applicable, its End Users, safeguard access to their individual Client Keys, and Client will notify Fireblocks promptly upon becoming aware of any unauthorized access to or use of the Client Keys;
- (c) Client is solely responsible for any consequences, losses, expenses, costs, and claims arising from or related to any incorrect, neglectful, or unauthorized use of the Client Keys and Fireblocks has no responsibility for any loss or damage due to Client's or the End User's failure to secure the Client Keys as required by this Agreement, including, but not limited to, a failed recovery of a Client and/or End User Wallet, loss of data, erroneous transmission of digital assets, loss of digital assets, and/or hacking by third parties;
- (d) Fireblocks does not have the ability to recreate or access the Client Keys and Fireblocks cannot assist in their retrieval in the event Client or its End Users lose their respective Client Keys;

- (e) it is Client's sole responsibility to backup its Client Keys and, if applicable, to ensure its End Users backup their Client Keys;
- (f) it must, and it must ensure that its End Users: (i) store the Disaster Recovery Kit and Recovery Passphrase in a secured, offline location, with strict protocols setting adequate security measures to protect the Client Keys; and (ii) from time to time, perform a recovery test to ensure the Disaster Recovery Kit operates in accordance with Client's recovery procedure; and,
- (g) any loss of the Client Keys, either by Client or by its End Users, could lead to permanent damage and complete loss of control over and inability to recover its digital assets and, where applicable, Client represents that it will advise End Users of same.

3.3. Third Party Backup Storage Services. If requested by Client, Fireblocks may identify a Third Party to provide Client with backup storage services. Client agrees such backup storage services will be provided in full by the Third Party and Client hereby releases and forever discharges Fireblocks and its respective predecessors, successors and Affiliates, assignees, officers, directors, agents, and employees, as well as all other persons or entities named or unnamed, from all claims, demands, damages, costs, expenses, liens, actions or causes of action, whether known or unknown, that arise from or are in any way related to the services provided by such Third Party. Fireblocks is not responsible for any acts and/or omissions of any such Third Party (including, without limitation, in compliance with applicable law, the Third Party's vendors', breaches and misuse of any data provided hereunder).

3.4. Sanity Testing. Following the setup of each Workspace(s), development or deployment of a new smart contract, minting of a new token, or connection to a new exchange or counterparty, Client must test each such new Workspace(s), smart contract, token, or connection before executing a live transaction to ensure that the functionality is working as intended.

4. Usage Data.

4.1. Usage Data. Through its use of the Services, Client may provide, upload, import, transmit, post, or make accessible to Fireblocks certain data ("**Usage Data**"). Client, on its own behalf and on behalf of its End Users, grants Fireblocks a royalty-free, fully paid, revocable, non-exclusive license to use, process, display, copy, modify, make derivative works of, and store the Usage Data solely to: (i) provide the Services to Client; (ii) administer and make improvements to the Service; and (iii) collect and analyze aggregated anonymous information. Client acknowledges that the Services do not operate as an archive or file storage system. Client is solely responsible for the backup of any Usage Data and Client alone must implement any backup plans and safeguards it deems appropriate for its requirements.

5. Support Levels.

5.1. Support and maintenance services are provided according to the service level agreements set forth at fireblocks.com/sla (the "**SLA**").

6. Third Party Services.

- 6.1. Accessing Third Party Services. Client may choose to access certain services provided by external and independent Third Party providers (“**Third Party Service(s)**”) through the Fireblocks platform. Client hereby acknowledges and agrees that:
- (a) Third Party Services are provided directly by the Third Party, within that Third Party’s control and Fireblocks is not responsible for the quality of or the content available on any Third Party Services, including whether it is complete, reliable, current or error-free.
 - (b) Fireblocks is not liable for any acts or omissions of such Third Party, including failure of such Third Party Service to perform to any particular standard.
 - (c) Third Party Services are subject to the Third Party's applicable terms and conditions (with which Client agrees to comply by accessing those Third Party Services), and by accessing and using the Third Party Services, Client is engaging directly with that Third Party.
 - (d) Client’s ability to access Third Party Services via the Service in no way constitutes a recommendation or endorsement of those Third Party Services by Fireblocks.
- 6.2. Third Party access to Usage Data. To enable Client to use Third Party Services via the Services, Fireblocks may need to provide certain data to the Third Party. Client acknowledges and agrees that Fireblocks may share any data (including without limitation, Usage Data) Client provides to Fireblocks when using the Services and Third Party Services for the sole purpose of facilitating the integration of Service with the Third Party Services. Client hereby authorizes and consents to Fireblocks sharing only such data as is necessary to ensure the functioning of any Third Party Services.
- 6.3. End User Consent. To the extent Client is offering the Service to End Users, Client is required to obtain all required consents from End User to share such Usage Data. Client will indemnify and hold Fireblocks harmless from all claims and liability arising from Client's failure to obtain the required consents.
- 6.4. Disclaimer of Accuracy of Third Party Content. Fireblocks cannot warrant and does not warrant that any Third Party content presented on the Service by a Third Party is accurate, complete, reliable, current, or error free.
- 6.5. Disclaimer of Errors Attributable to Third Party Services. In the event that a transaction is not completed due to a Third Party, or an error occurs as a result of a Third Party (including, without limitation, errors on any supported blockchain), Fireblocks is not responsible for any claim, liability, expenses, losses, costs, and/or claims resulting from such Third Party content or act.
- 6.6. NO WARRANTY BY FIREBLOCKS. CLIENT IS SOLELY RESPONSIBLE FOR ITS CHOICE AND USE OF ANY THIRD PARTY SERVICES OFFERED THROUGH THE SERVICE AND NOTWITHSTANDING SECTIONS 12 (LIMITED WARRANTIES AND DISCLAIMER OF WARRANTIES) AND 14 (LIMITATION OF LIABILITY) BELOW, FIREBLOCKS AND ITS AFFILIATES MAKE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED (BY LAW OR OTHERWISE), AND HEREBY DISCLAIMS ALL LIABILITY, WITH RESPECT TO SUCH THIRD PARTY SERVICE.

7. DeFi Applications and Staking Services.

- 7.1. Third Party decentralized finance applications (“**DeFi Applications**”) and/or any staking activity on proof of stake blockchains (“**Staking Services**”) are Third Party Services Client may access through the Fireblocks Service. Section 6 (Third Party Services) applies all Third Party DeFi applications and Staking activities.
- 7.2. FIREBLOCKS RESERVES THE RIGHT TO INITIATE OR TERMINATE CONNECTIVITY WITH ANY DEFI APPLICATION OR STAKING SERVICE, OR MODIFY THE RULES FOR CONNECTIVITY, AT ANY TIME IN ITS SOLE DISCRETION BY PROVIDING CLIENT AT LEAST FIVE (5) DAYS PRIOR NOTICE.
- 7.3. No Guarantee by Fireblocks. Fireblocks makes no representations or guarantees regarding the operation of any DeFi Application or Staking Service, and Fireblocks makes no statements, claims, representations or warranties about the security, functionality, or accuracy of representations regarding any of these Third Party Services, including in circumstances where a transaction to or from any such Third Party Service originates or terminates from a Fireblocks wallet. FIREBLOCKS DOES NOT REPRESENT, WARRANT OR GUARANTEE: (i) THE RETURN OF ANY PRINCIPAL AMOUNT OF DIGITAL ASSETS TRANSFERRED TO A DEFI APPLICATION OR STAKING SERVICE; NOR (ii) ANY PROCEEDS, RETURNS OR REWARDS OFFERED OR ADVERTISED IN CONNECTION WITH ANY DEFI APPLICATION OR STAKING SERVICE.
- 7.4. Distribution of Staking or DeFi Rewards. Unless otherwise specified, proceeds from Staking Services and DeFi Applications are calculated, rewarded, and distributed by Third Parties. Fireblocks makes no representations or guarantees regarding the calculation or distribution of proceeds in connection with Client’s use of Staking Services or DeFi Applications. Client acknowledges that any complaint regarding the calculation or distribution of proceeds should be directed to the Third Party providing the Third Party Service, and Fireblocks has no obligation or responsibility to act as intermediary if any complaint or dispute arises between Client and a DeFi Application or Staking Service. With respect to Ethereum Staking Services specifically, Fireblocks makes no guarantees regarding any conversion between any Ethereum network protocols that Client may be required to perform in connection with a DeFi Application or Staking Service. IF AN ETHEREUM NETWORK CONVERSION OR UPGRADE FAILS FOR ANY REASON, FIREBLOCKS WILL NOT BE RESPONSIBLE FOR ANY LOST ASSETS.
- 7.5. Slashing Penalties and Missed Rewards. In the event that Client incurs slashing penalties or missed rewards when participating in Staking Services, Client acknowledges that it is solely responsible for resolving any claim for reimbursement with the relevant Third Party. Fireblocks makes no guarantees regarding any reimbursement and hereby disclaims all liability with respect to any Staking Service losses.
- 7.6. Use of APIs. To enable interactions with DeFi Applications and Staking Services, Fireblocks may make certain open-source scripts and external utilities available to Client through Third Party APIs (“APIs”). The API access that is required is broad and can reduce the level of Fireblocks’ policy security for Client. Any use of APIs is done at Client’s sole risk and it is the Client’s, not Fireblock’s, sole responsibility to audit and diligence the script and/or utilities, validate that the

script files are not compromised in its systems or networks, and maintain strict protocols around the security of the API key.

- 7.7. Downtime Incidents. Some DeFi applications and Staking Services are time sensitive. Client acknowledges that its inability to interact with a DeFi application or Staking Service within certain timeframes may result in monetary loss, including from liquidations or fluctuations in market prices. Client acknowledges that Fireblocks makes no representations regarding the suitability of its Service for interacting with time sensitive DeFi Applications and Staking Services, and Fireblocks accepts no responsibility for the impact of any unavailability, downtime, or delays in interacting with such Third Party Services through the Service.

8. Pricing and Payment

- 8.1. Subscription Fee. Client shall pay Fireblocks the subscription Fees as set out in the relevant Order Form. Unless otherwise set forth in an applicable Order Form, the Fee are due, payable in full, and non-refundable upon execution of this Agreement and the Order Form.
- 8.2. Payment Terms. Any applicable payment terms approved by Fireblocks shall be as set out in the relevant Order Form. Unless otherwise specified in the Order Form, all Fees shall be due and payable within thirty (30) days from the date of the invoice, and Client shall affect payment of all Fees by wire transfer, credit card or as otherwise specified in the Order Form. If Client does not pay the Fees in full by the due date, the overdue amount shall be subject to a late fee equal to the lesser of 1.5% per month or the maximum amount allowed by applicable law. Additionally, Fireblocks may cease providing the Services in the event of a failure to pay undisputed invoices in accordance with Section 9.3 below.
- 8.3. Taxes. All amounts and Fees payable hereunder shall not be subject to any set-off or deduction. All Fees are exclusive of any applicable taxes, duties, and similar governmental charges, and, except with respect to income taxes of Fireblocks, Client is responsible for payment of all such amounts, including sales and use tax, value added tax (VAT), withholding taxes, export, import, and other duties imposed by any governmental agency in connection with this Agreement. For the avoidance of doubt, Client agrees to classify all payments made under this Agreement to be for Services and at no time will Client characterize said payments to be royalties. Client agrees to hold harmless Fireblocks from all claims and liability arising from Client's failure to report or pay such taxes, duties, or other governmental charges.

9. Term and Termination

- 9.1. Term. Unless terminated earlier in accordance with the terms of this Agreement, this Agreement and the access and usage rights granted under Section 1 above is effective for the period set forth in the applicable Order Form (the “**Initial Term**”). Following the Initial Term (or a Renewal Term as the case may be), this Agreement shall automatically be renewed for consecutive periods of one (1) year (each a “**Renewal Term**,” and together with the Initial Term collectively the “**Term**”), unless either Party provides the other with notice of termination of this Agreement at least thirty (30) days prior to the expiry of the then-current Renewal Term. If Client continues to use the Services past any Renewal Date, Client shall be deemed to have renewed the Agreement for the

following Renewal Term. For the avoidance of doubt, Fireblocks may update its Fees upon a Renewal Term by providing Client with thirty (30) days' notice.

- 9.2. Termination for Breach. Either Party may terminate this Agreement at any time by giving written notice to the other Party if the other Party commits a material breach of this Agreement, and, if curable, fails to cure the breach, within thirty (30) days after being given written notice, specifying details of the breach, and requiring the same to be remedied.
- 9.3. Suspension of Services. If Client does not pay the Fees in accordance with the terms of this Agreement and the applicable Order Form, Fireblocks, in its sole discretion, upon ten (10) days written notice to Client, may suspend, block and/or restrict Client's access to and usage of the Service.
- 9.4. Effect of Termination. Upon termination, Client shall: (i) immediately stop access and cease use of the Service; (ii) transfer and remove all the amounts deposited or transferred to its Workspace(s) and ensure that no amounts will be transferred to the Account following termination; and (iii) return to Fireblocks or destroy all Fireblocks Confidential Information in its possession. Following the termination or non-renewal of this Agreement, Client has the sole responsibility to remove all digital assets from its Workspace(s) and acknowledges that Fireblocks is not liable for any assets in Client's Workspace following termination of the Agreement.
- 9.5. Survival. All provisions of this Agreement which may reasonably be interpreted or construed as surviving the non-renewal or termination of this Agreement including, but not limited to, Sections 2, 4, 9, 10, 11, 12, 14, and 18, shall survive any expiry or termination of this Agreement.

10. Proprietary Rights

- 10.1. Intellectual Property Rights. All rights, titles, and interests, including any Intellectual Property rights evidenced by or embodied in, attached, connected, and/or related to the Services and any and all improvements and derivative works thereof, are and shall remain owned solely by Fireblocks. This Agreement does not in any manner whether directly or indirectly convey to Client any rights, interest, or license in or to the Services other than as the right to access and use the Services as expressly stated herein or in any Order Form. Nothing herein constitutes a waiver of Fireblocks' Intellectual Property rights under any applicable law. Nothing in this Agreement excludes the liability of Client for any breach, infringement or misappropriation of Fireblocks' Intellectual Property rights.
- 10.2. Feedback. Any improvements made to the Service due to any Feedback shall belong exclusively to Fireblocks and shall be considered Fireblocks' Intellectual Property. Client hereby irrevocably and unconditionally transfers and assigns to Fireblocks all Intellectual Property rights it may have in any developments made as a result of such Feedback and waives any and all moral rights that Client may have in respect thereto. It is further understood that use of Feedback, if any, may be made by Fireblocks at its sole discretion, and that Fireblocks in no way shall be obliged to make use of any kind of the Feedback or part thereof.
- 10.3. Intellectual Property. Except for rights expressly granted under this Agreement, nothing in this Agreement will transfer any of either Party's Intellectual Property rights to the other Party,

and each Party will retain exclusive interest in, and ownership of, its Intellectual Property developed prior to this Agreement or developed outside the scope of this Agreement.

11. Confidential Information

- 11.1. Nondisclosure of Confidential Information. Each Party shall take reasonable measures, at least as protective as those taken to protect its own Confidential Information, but in no event less than reasonable care, to protect the disclosing Party's Confidential Information from disclosure to a third party. The receiving Party's obligations under this Section 11, with respect to any Confidential Information of the disclosing Party, shall not apply to and/or shall terminate if such information: (a) was already lawfully known to the receiving Party at the time of disclosure by the disclosing Party; (b) was disclosed to the receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the receiving Party has become, generally available to the public; or (d) was independently developed by the receiving Party without access to, or use of, the disclosing Party's Confidential Information. Neither Party shall use or disclose the Confidential Information of the other Party except for performance of its obligations under this Agreement. The receiving Party shall only permit access to the disclosing Party's Confidential Information to its respective employees, consultants, Affiliates, agents, and subcontractors having a need to know such information.
- 11.2. Effect of Termination. Upon any termination of this Agreement, each Party shall return to the other Party all Confidential Information of the other Party, and all copies thereof, in the possession, custody or control of the Party unless otherwise expressly provided in this Agreement. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the disclosing Party.
- 11.3. Permitted Disclosure. The receiving Party may also disclose Confidential Information to the minimum extent required by an order of any court of competent jurisdiction or any regulatory, judicial, governmental, or similar body or any taxation authority of competent jurisdiction. Before the receiving Party discloses any Confidential Information pursuant to this Section 11.3 it shall, to the extent permitted by law, use reasonable endeavors to give the disclosing Party as much notice of this disclosure as possible.

12. Limited Warranties; Disclaimer of Warranties

- 12.1. Representations. Each Party warrants that (i) it has the power and authority, and has taken all corporate action required, to enter into and fully perform this Agreement; and (ii) its entry into and performance of this Agreement does not, and will not, violate any agreement to which it is bound.
- 12.2. Fireblocks' Representations. Fireblocks further warrants the Service: (a) will perform materially in accordance with the applicable Documentation (as defined below); and (b) the use of the Service in accordance with the terms of this Agreement, will not introduce any malicious code into Client's systems. In case of failure of the abovementioned warranties, Client will immediately notify Fireblocks of such failure, and Fireblocks will make commercially reasonable efforts to repair or replace the non-conforming Service. The Security Reports will be provided upon request.

- 12.3. Client's Representations. Client further represents and warrants that it (i) will comply with all applicable laws, including any laws and regulations applicable to its digital asset activities, including but not limited to consumer protection, e-money licenses, anti-bribery, anti-corruption, money laundering, or terrorist financing laws and regulations; and (ii) is solely responsible for ensuring that its activities on the Fireblocks platform are in compliance with any regulatory obligations, notwithstanding any use-cases proposed by Fireblocks. Additionally, Client represents and warrants that it is Client's sole responsibility for reporting and paying any applicable tax obligations that arise from Client's use of the Services, including any DeFi Applications and Staking Services, and all transactions in connection therewith.
- 12.4. LIMITED WARRANTY. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, THE SERVICE AND ANY OPTIONAL SERVICES PROVIDED BY FIREBLOCKS TO CLIENT ARE PROVIDED "AS IS" AND FIREBLOCKS AND ITS SUPPLIERS, IF ANY, MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE SERVICE, AND SPECIFICALLY DISCLAIM THE WARRANTIES OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT POSSIBLE BY LAW. FIREBLOCKS DOES NOT WARRANT THAT THE SERVICE OR ANY OPTIONAL SERVICES WILL MEET CLIENT'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. CLIENT IS SOLELY RESPONSIBLE FOR ITS CHOICE AND USE OF OPTIONAL SERVICES OFFERED THROUGH THE SERVICE AND, NOTWITHSTANDING SECTION 14, FIREBLOCKS DISCLAIMS ALL LIABILITY FOR SUCH OPTIONAL SERVICES.
- 12.5. NO LIABILITY FOR CLIENT MODIFICATIONS. THE WARRANTY SETOUT HEREIN DOES NOT APPLY, AND FIREBLOCKS HAS NO RESPONSIBILITY FOR ANY DAMAGE, INCLUDING ANY DAMAGE TO THE ACCOUNT, IN THE EVENT OF ANY SECURITY BREACH RESULTING FROM: (i) ANY MODIFICATIONS OR ALTERATION OF THE SERVICE, ITS FUNCTIONALITY, OR CAPABILITIES THAT IS NOT MADE BY FIREBLOCKS OR ITS AGENTS; AND/OR (ii) BY MALICIOUS CODE, MALWARE, BOTS, WORMS, TROJANS, BACKDOORS, EXPLOITS, CHEATS, FRAUD, HACKS, HIDDEN DIAGNOSTICS, OR OTHER MECHANISMS TO DISABLE SECURITY OR CONTENT PROTECTION THAT IS RESULTING FROM CLIENT'S NETWORK OR SYSTEM.
- 12.6. Blockchain/Node Errors/Failures. In the event that the Service does not accomplish a transaction due to an error or failure related to any Third Party Service, including the operation of the underlying blockchain or protocol of any supported digital asset (including delays caused by "hashing" and other blockchain errors), Fireblocks is not responsible for any claim, liability, expenses, losses, and/or costs related thereto. Fireblocks shall have no responsibility for any damages caused by a blockchain and/or node downtime or failure.
- 12.7. Additional Risk Disclosures. Fireblocks has no control over and makes no representations regarding the value of any digital assets, or the security of the underlying networks or protocols. Fireblocks does not own or control the underlying software protocols which govern the operation of digital assets.
- 12.8. Monitoring. Fireblocks enables Client to utilize its digital assets while stored in the Workspace; however, Fireblocks is an automated platform and does not manually monitor or

control the status of transactions or balances within the Workspace. Client must review its own internal ledger and Client Wallet balances to ensure that the transaction is reflected in accordance with the notification provided by the Service prior to reattempting a “FAILED” transaction or crediting an end user if using a reconciliation process following a notification of a “COMPLETED” transaction.

- 12.9. Deposit Control Feature. Client may customize the number of confirmations required from a blockchain before funds will be credited to Client Wallet by customizing various logical rules within the Service (the “**Deposit Control**” feature). Client is solely responsible in the event a transaction is unsuccessful in being added to the blockchain in the event it configures the Deposit Control feature to a threshold below the recommended value.

13. Indemnities

- 13.1. Indemnification by Fireblocks. Fireblocks agrees to indemnify, defend, and hold harmless Client from and against third party IP Infringement Claims arising out of Client’s use of the Service and Fireblocks will pay any damages or judgments awarded in a final judgment against Client that are attributable to such claim, provided Client complies with the Indemnification Process set forth herein. Notwithstanding the foregoing, Fireblocks shall have no responsibility for Excluded Claims. If the Service becomes, or in Fireblocks' opinion is likely to become, the subject of an IP Infringement Claim, then Fireblocks may, at its sole discretion: (a) procure for Client the right to continue using the Service; (b) replace or modify the Service to avoid the IP Infringement Claim; or (c) if options (a) and (b) cannot be accomplished despite Fireblocks' reasonable efforts, then Fireblocks may terminate this Agreement and provide a refund for any amount prepaid by Client for the remaining unused period of the Term.
- 13.2. Indemnification by Client. Client agrees to indemnify, defend, and hold harmless Fireblocks from and against (i) Excluded Claims; (ii) Client’s breach of any Optional Service terms or Third Party Service terms; and (iii) Client’s breach of Sections 2 (Usage) or 3 (Client Keys and Obligations) above and Client will pay any damages or judgments awarded in a final judgment against Fireblocks that are attributable to such claim, provided that Fireblocks complies with the Indemnification Process set forth herein.
- 13.3. Indemnification Process. Pursuant to the terms set forth under this Section 13.3, the Party seeking indemnification shall: (i) promptly notify the indemnifying Party of any claim in writing; (ii) grant the indemnifying Party the sole authority to conduct the defense or settlement of such claim, provided that the indemnifying Party shall not settle any claim that requires the indemnified Party to pay monetary damages or is subject to injunctive relief without the indemnified Party’s written consent; and (iii) provide the indemnifying Party all reasonable information and assistance at the indemnifying Party’s expense. Notwithstanding the foregoing, the indemnified Party shall be able to participate in any defense at its own expense.
- 13.4. Sole and Exclusive Remedy. This Section 13 states Fireblocks’ entire liability, and Client’s exclusive remedy, for claims or alleged or actual infringement.

14. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR CLIENT'S MISAPPROPRIATION OR OTHER VIOLATION OF FIREBLOCKS' INTELLECTUAL PROPERTY RIGHTS INCLUDING MISUSE OF THE LICENSE GRANTED HEREUNDER (“**LIABILITY EXCLUSIONS**”), NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, REPUTATION, OR PROFITS, DATA, OR DATA USE.

EXCEPT FOR THE LIABILITY EXCLUSIONS, EITHER PARTY’S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RESULTING DIRECTLY FROM THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO FIREBLOCKS IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE TO THE TERM OF THE AGREEMENT (AS EXTENDED OR OTHERWISE) AND NOT PER INCIDENT; PROVIDED, HOWEVER, THE LIMITATIONS IN THIS SECTION 14 DO NOT APPLY TO PAYMENTS DUE TO FIREBLOCKS UNDER THIS AGREEMENT.

THE LIMITATIONS SET FORTH IN THIS SECTION 14 SHALL APPLY EVEN IF CLIENT’S REMEDIES UNDER THIS AGREEMENT FAIL THEIR ESSENTIAL PURPOSE.

15. Force Majeure

Neither Party shall be liable to the other for any performance delay or failure to perform hereunder, due to Force Majeure Event, provided the affected Party gives prompt notice to the other and makes reasonable efforts to resume performance as soon as possible. The Party not affected by such act, omission or condition may terminate this Agreement upon written notice if the other Party remains unable to perform because of any circumstances described in this Section 15 for a period of more than sixty (60) days. It is hereby clarified that neither an occurrence of a Force Majeure Event or the termination of this Agreement in connection therewith shall relieve either Party from its obligations to pay the other any outstanding payments due under this Agreement.

16. Export Controls and Trade Sanctions Compliance

Client agrees that Client use of the Service will comply with the Export Control Laws. Client represents and warrant that (i) Client is not a citizen of, or located within, a country or territory that is subject to comprehensive U.S. trade sanctions or other significant trade restrictions (including without limitation Crimea, Cuba, Iran, North Korea, and Syria); (ii) Client is not identified on any U.S. government restricted party lists (including without limitation the Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, and Sectoral Sanctions Identifications List, administered by OFAC, and the Denied Party List, Entity List and Unverified List, administered by BIS); and (iii) that no content created or submitted by Client is subject to any restriction on disclosure, transfer, download, export or re-export under the Export Control Laws. Client agrees that Client will not use the Service to disclose, transfer, download, export, or re-export, directly or indirectly, any content to any country, entity or other party which is ineligible to receive such items under the Export Control Laws or under other laws or regulations to which Client may be subject. Client acknowledges that the Services

may not be available in all jurisdictions and that Client is solely responsible for (a) complying with the Export Control Laws; and (b) monitoring them for any modifications. Fireblocks may immediately terminate this Agreement upon written notice to Client if Fireblocks reasonably believes that Client is in violation of this Section 16.

17. Beta Services.

- 17.1. Beta Services. From time to time, Fireblocks may make in-development services or features (the “Beta Services”) available to Client at no charge. Client may choose to try such Beta Services at its sole discretion. Client acknowledges that the Beta Services may contain bugs or errors and any participation in or use of the Beta Services is at Client’s sole risk. Client acknowledges that Fireblocks may discontinue the Beta Services at any time in its sole discretion, and may never make the Beta Service generally available.
- 17.2. DISCLAIMER OF WARRANTY AND LIABILITY. THE BETA SERVICES ARE PROVIDED “AS-IS,” EXCLUSIVE OF ANY WARRANTY WHATSOEVER WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FIREBLOCKS DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND, NOTWITHSTANDING SECTION 14, FIREBLOCKS DISCLAIMS ALL LIABILITY WITH RESPECT TO ANY BETA SERVICES.

18. Miscellaneous

- 18.1. Governing Law & Jurisdiction. This Agreement shall be governed by and construed under the laws of Delaware, USA, without reference to principles and laws relating to the conflict of laws. The competent courts of Delaware shall have the exclusive jurisdiction with respect to any dispute and action arising under or in relation to this Agreement.
- 18.2. Injunctive Relief. Notwithstanding anything to the contrary in this Agreement or any applicable Order Form, Fireblocks may seek injunctive relief or other relief necessary to prevent or restrain a breach of this Agreement in any jurisdiction.
- 18.3. Entire Agreement. This Agreement represents the complete agreement concerning the subject matter hereof and supersedes any prior or contemporaneous agreements between the Parties with respect to the subject of this Agreement. The Agreement may be amended only by a written agreement executed by both Parties.
- 18.4. Severance. If any provision of this Agreement shall be declared invalid, illegal, or unenforceable, then such provision shall be deemed modified or excluded to the extent necessary so that it is no longer invalid, in violation of law or unenforceable and all remaining provisions shall continue in full force and effect.
- 18.5. Order of Precedence. In the event of a conflict between any terms set forth in the documents listed in Section 18.3 of this Agreement, the controlling term shall be the term set forth in the

Order Form, except for Section 9.1 (Term) above of this Agreement, then the Optional Service terms, then this Agreement, then any Schedules, and finally the SLA.

- 18.6. Relationship of the Parties. This Agreement does not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee or agency relationship between the Parties, or authorize either Party to act as an agent for the other, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty the assumption of any obligation or liability and the exercise of any right of power).
- 18.7. Insurance. Client shall be responsible for maintaining its own insurance policies. Fireblocks will provide Client with a copy of its certificate of insurance upon written request.
- 18.8. Waiver. Any failure or delay by a Party to require compliance by the other Party with any of the terms, or exercise any right or remedy, provisions, warranties, covenants or conditions of this Agreement will in no way affect such Party's right to enforce the same, nor will any waiver by a Party of any breach of any term, provision, warranty, covenant or condition of this Agreement constitute a waiver of any succeeding breach.
- 18.9. Rights and Remedies. Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 18.10. Assignment. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, whose consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either Party in connection with a merger, consolidation, sale of all of the equity interests of the assigning Party, or a sale of all or substantially all of the assets of the assigning Party to which this Agreement relates; provided that Fireblocks may terminate this Agreement immediately if it determines it cannot do business with the purported assignee due to its internal policies or due to any obligations under applicable law.
- 18.11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. No counterpart shall be effective until each Party has provided to the other at least one executed counterpart.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.


Fireblocks , Inc.



By: 

By: 

Name: Dominic Wong

Name: Nathan 

Title: VP, Revenue Operatic

Title: CEO

Date: Dec 14, 2023

Date: Dec 14, 2023

Schedule A

Definitions

- 1.1 “**Account**” refers to one or more Workspaces Client may access as part of its agreement to use the Service.
- 1.2 “**Affiliate**” shall mean any entity, individual, agent, employee, firm, or corporation, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the respective Party.
- 1.3 “**BIS**” means the U.S. Department of Commerce’s Bureau of Industry and Security.
- 1.4 “**Confidential Information**” means all knowledge, information, or materials of whatever nature and in whatever form (whether provided in writing or orally) relating to the disclosing party and made available or provided by or on behalf of the disclosing party to the recipient whether before, on or after the Effective Date. It specifically includes the terms of this Agreement and information relating to: (i) any and all proprietary technology and products, including technical data, data record layouts, trade secrets, know-how, research, prototypes, improvements, processes, plans, calculations, designs, requirements, architecture, structures, models, methods, product plans, databases and database tables, ideas or concepts, opinions, reports, services, software, inventions, techniques, developments, algorithms, formulas, technology, designs, schematics, drawings, engineering and hardware configuration information; (ii) the operations and business or financial statements and projections, product pricing and marketing, financial or other strategic business plans or affairs, accounting matters, tax matters, subscriber numbers and forecasts, content providers identity and business models; (iii) all summaries, notes, memoranda, analyses, compilations, studies or other documents prepared by or on behalf of the recipient to the extent that they contain or are derived from Confidential Information; (iv) information collected or developed by a party regarding its customers; (v) any actual or perceived system vulnerability, whether identified by Fireblocks or Client; and (vi) all other information which would reasonably be considered to be proprietary or confidential in nature.
- 1.5 “**Client Wallet**” means wallets created by the Client in the Client Workspace for purposes storing digital assets of the Client.
- 1.6 “**Device**” means any supported device controlled by the End User, Client or its Users.
- 1.7 “**Documentation**” shall mean the SLA and the Security Reports.
- 1.8 “**Disaster Recovery Kit**” means encryption code, which will allow Client or End User respectively access to the set of keys required to access the assets in the Client or End User Wallets without any involvement from Fireblocks.
- 1.9 “**End Users**” means Client users who are using Client’s white labeled solution.
- 1.10 “**End User Wallet**” means wallets created by the Client in a Client Workspace for purpose of the End User to store its digital assets through the Client’s white labeled solution.
- 1.11 “**Excluded Claim**” means any and all third party claims, actions, suits, liabilities, costs, and expenses alleging that the Service infringes Intellectual Property rights of a third party and that such infringement is resulting from or based on: i) modifications to the Service made by Client or its representatives or designees, or at their direction; (ii) Client's failure to implement software updates provided by Fireblocks specifically to avoid infringement; or (iii) combination or use of the Service with equipment, devices or software not supported or provided by Fireblocks or not in accordance with the terms of this Agreement.

- 1.12 “**Export Control Laws**” mean applicable export control and trade sanctions laws, rules, and regulations, including without limitation the regulations administered by BIS and OFAC.
- 1.13 “**Fee**” means any fees set forth in an applicable Order Form.
- 1.14 “**Feedback**” is any input or suggestions (including, but not limited to, questions, comments, feature improvement requests, or the like) regarding the Services made by Client to Fireblocks.
- 1.15 “**Force Majeure Event**” means any act, omission or condition beyond the reasonable control of the affected party including, but not limited to the following events: acts of God, flood, draught, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, armed conflict, nuclear, chemical or biological contamination, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, interruption or failure of utility services.
- 1.16 “**Fork(ed)**” refers to a change in protocol rules affecting a digital asset.
- 1.17 “**Intellectual Property**” means patents (including patent for software and business methodology), rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and registration of such worldwide, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.
- 1.18 “**IP Infringement Claim**” means any and all third party claims, actions, suits, liabilities, costs, and expenses alleging that the Service, when used as permitted under this Agreement, infringes Intellectual Property rights of a third party.
- 1.19 “**OFAC**” means the U.S. Department of the Treasury’s Office of Foreign Assets Control.
- 1.20 “**Optional Software Service**” includes any additional services Client elects to use in conjunction with the Workspace and in accordance with this Agreement.
- 1.21 “**Order Form**” means a document executed by the Parties setting forth the terms of the Service, including the Fees and and any additional terms.
- 1.22 “**Owner**” means the administrative user appointed by Client for each Workspace that has ultimate authority over the administration of such Workspace.
- 1.23 “**Private Key share**” means the key generated by the system and stored on the Device which is required for the execution for each transaction.
- 1.24 “**Recovery Passphrase**” means encrypted keys provided to the Client or End User to restore the Private Key share in case the Device is lost or damaged
- 1.25 “**Security Incident**” means any unauthorized access to, or the use of the Services (including any of the Client Keys, the Account, any User and/or End User credentials, or a Client network, endpoint, or system).
- 1.26 “**Security Reports**” means each of the SOC 2 Type 2, ISO 27001, ISO 27017, and ISO 27018 attestation(s) of certification.
- 1.27 “**Supported Tokens**” are those protocols/tokens/transactions as may be displayed in the Web Console from time-to-time.
- 1.28 “**Third Party**” means any entity that is not a Party to this Agreement, nor an Affiliate of of a Party to this Agreement
- 1.29 “**Users**” refer to the Owner and any individual users authorized by Client to use or otherwise have access to the Service.
- 1.30 “**Web Console**” is the user interface and the information contained therein made available as part of the Service.